

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TRANSITION PROJECTS, INC.**

**AND**

**AFSCME EMPLOYEES ASSOCIATION LOCAL #88-3**

**AFSCME COUNCIL 75, AFL-CIO**

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*Preamble*

THIS AGREEMENT is entered into by Transition Projects, Inc. (“TPI”), and the Employees Association AFSCME Local 88-3/AFSCME Council 75 (“Union”).

The parties agree as follows:

**ARTICLE I**  
**RECOGNITION & DEFINITIONS**

TPI recognizes the Union as the exclusive representative of the regular employees in the certified unit for the purpose of collective bargaining in respect to wages, hours, and other terms and conditions of employment.

TPI recognizes the Union as the exclusive representative for the following employees:

All regular and trial status employees of Transition Projects, Inc. excluding limited part-time (working less than 20 hours per week), temporary employees (who are hired to work for six months or less in a specific assignment), confidential employees, guards and supervisors as defined by the NLRA. Positions filled on a regular basis (more than six months) will not be filled by temporary employees for more than six months. Limited part time employees who also work on call hours for TPI and who consistently work 20 or more hours per week on a regularly-scheduled basis for periods in excess of 30 days shall be treated as regular part-time employees and shall be entitled to all contractual benefits granted to part-time employees. Those who work a total of 37 or more hours per week on a regularly-scheduled basis for periods in excess of 30 days shall be treated as regular full-time employees and shall be entitled to all contractual benefits granted to full-time employees.

**Initial Trial Period**

Newly-hired employees will serve an initial new hire trial period of six months for the purpose of orientation, training, and initial evaluation. During the initial trial period the employer may terminate the employee if the employer believes the employee does not meet the necessary criteria for regular employment.

Temporary positions that extend beyond 180 days will be made regular status and filled through the Internal Hire process. Regular status employees are those employees who are expected to be employed on an ongoing basis for 20 or more hours per week. All regular status employees shall serve a trial status period for the first six months of employment in any new position. A temporary employee may not be appointed to more than two (2) different classifications in a twenty-four (24) month period of time.

**Volunteers**

Volunteer positions will be used to augment rather than replace represented positions. TPI shall

provide the Union with a list of positions it considers excluded from the bargaining unit. TPI will also notify the Union in writing of any additions, deletions or other changes to the list of exclusions as they occur during the life of this agreement.

Should the Union dispute the inclusion or exclusion of a position from the bargaining unit, the Union may refer the matter to the National Labor Relations Board for unit clarification. In the event of any duplication or of any conflict between the provisions of this Agreement and the Personnel Policies, this Agreement shall control and the Personnel Policies shall have no force or effect.

## DEFINITIONS

**Full-Time Employee:** An employee regularly scheduled to work 37 or more hours per week.

**Part-Time Employee:** An employee regularly scheduled to work between 20 or more hours per week but fewer than 37 hours per week.

**On Call Employee:** An employee whose appointment is on an on-call occasional basis and who, except for brief non-consecutive periods of fewer than 30 days (for example, to cover an employee on vacation), may not be assigned regularly-scheduled hours. On call appointments have no time limit. On call employees may be terminated at any time and have no appeal rights under Article IX of this agreement.

## **ARTICLE II** **UNION RIGHTS**

### **Access to Workers**

Authorized AFSCME Field Representatives may visit bargaining unit employees on Transition Projects premises on non-work time, during the visited employees' breaks and lunchtime. AFSCME Field Representatives may not enter work areas without giving notification to the management staff at the specific TPI location Transition Projects is not liable for any injuries or damages to persons or property occurring on Transition Projects premises in the pursuit of Union related business. The Union will be held to the same standard for insurance requirements as other parties using Transition Projects premises.

**Stewards:**

Employees appointed by the Union as employee representatives shall be known as "stewards". The names of stewards and the names of other Union representatives who may represent employees during the life of this Agreement shall be certified in writing to Transition Projects,

Inc., by the Union within thirty (30) days of the signing of the contract. The Union will inform the Agency of any additions to the steward list prior to the time the employee is designated as a steward who will be available for representation. Any deletions to the steward list will be provided to Transition Projects, Inc., within seven (7) calendar days.

Any employees wishing to become stewards shall be referred to a Union representative.

Stewards may meet with bargaining unit members on Transition Projects premises on non-work time. Should the steward need to meet with a bargaining unit employee or employees on work time, permission must be requested and received in advance from the Executive Director or his/her designee. Such permission will not be unreasonably denied.

Bargaining unit employees will not receive compensation from Transition Projects for activities outside of their job descriptions, with the following exceptions:

Bargaining unit employees will be paid for any agreed upon labor/management meetings, contract negotiations, or other activities as described in this agreement. Unless mutually agreed, the number of employees to be released on paid time will be no more than the number of service sites operated by the employer. This is to include grievance and/investigatory meetings provided there is not more than one steward involved. By mutual agreement, a newly-appointed steward shall be permitted to attend up to two (2) grievance/investigatory meetings for training purposes. Employees will notify their supervisors in writing (e-mail is acceptable) of such obligations at least 24 hours in advance of the event. Exception to the 24 hour notification requirement can be made for emergency situations. Such requests shall not be unreasonably denied.

### **Union Leave**

Bargaining unit members shall be permitted to use up to a combined total of seventy two (72) hours of unpaid leave per fiscal year for the purposes of attending meetings, conventions, trainings or other official Union business. Any individual shall use no more than twenty four (24) hours per fiscal year for these purposes; not more than one individual at a time may use this leave. Requests for leave shall be submitted no less than two (2) weeks in advance and shall not be unreasonably denied.

### **Notification to Employer**

The Union shall advise Transition Projects in writing of the names of all authorized AFSCME Field Representatives, stewards, and officers of the Union. The Union is responsible for keeping the list current.

Transition Projects will provide the union with a list of bargaining unit employees each quarter.

## **Right to Membership**

Transition Projects agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

### **ARTICLE III MANAGEMENT RIGHTS**

TPI retains all the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and TPI retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

### **ARTICLE IV NON-DISCRIMINATION**

TPI and the Union shall not discriminate against any employee based upon such person's race, color, religion, age, sex, national origin, marital status, familial relationship, sexual orientation, transgender identity, veteran's status, disability, genetic information, union membership, or any other unlawful consideration.

### **ARTICLE V DUES COLLECTION AND FAIR SHARE**

#### **Union Membership**

Employees have the right to membership in the Union, but membership in the Union shall not be required as a condition of employment.

TPI will advise all new employees hired into bargaining unit positions that the Union is the bargaining representative and advise of their obligation to pay dues or fair share to the Union. Employees will also be given a dues fair share authorization form.

TPI agrees to deduct membership dues from the gross pay of employees covered by this agreement upon submission of written requests on forms provided by the Union. Uniform amounts to be deducted shall be certified to TPI by the Union and shall be remitted to the Union each month.

To the extent allowable by law, employees may authorize payroll deductions for the PEOPLE Committee by submitting the form provided by the Union.

### **Fair Share**

The parties agree that it is a condition of employment that all members of the bargaining unit who are not also members of the Union have an obligation to pay a fair share fee to the Union for the Union's costs in collective bargaining, contract administration, grievance adjustment, and other duties as exclusive bargaining representative. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Union, which amount shall be deducted from each non-Union member's compensation and remitted monthly to the Union. The Union recognizes that no member of the bargaining unit may be forced to contribute financial support to political or ideological activities unrelated to its duties as exclusive bargaining representative.

The Union agrees to provide those employees obligated to pay a fair share fee an adequate explanation of the basis for the fee, and a reasonably prompt opportunity to challenge the amount of the fee as required under the requirements of the National Labor Relations Act and Board decisions.

### **Religious Objection**

An individual employee may object to paying dues or fair share on the grounds of teachings of a church or religious body. The objecting member will be required to inform the Union of this objection. The individual employee will meet with the Union and establish a mutually satisfactory arrangement for distribution of an amount of money equivalent to the fair share fee to a non-religious charity.

### **Indemnification**

The Union agrees to indemnify TPI and hold it harmless against any claims, suits, judgments or other form of liability as a result of this Article. The Union agrees to pay any attorney fees or other costs incurred by TPI in any claim or suit under this article.

## **ARTICLE VI** **COPIES OF AGREEMENT, POLICIES AND PROCEDURES**

TPI and the Union will share equally the cost of preparing sufficient copies of this Agreement to distribute one copy to each covered employee, one copy to each member of the Board of Directors, one copy to each manager, one copy to each supervisor, and five additional copies made available to the Union President and Executive Director.

TPI will provide new employees hired into bargaining unit positions within one week of hire with a copy of the contract and contact information for the AFSCME Field Representative.



An AFSCME Field Representatives may meet with new employees for ten (10) minutes during Employee orientation.

All new employees will be given a current copy of all TPI Personnel Policies and Procedures by the TPI Human Resource Director within two weeks of the date of hire. Program specific Policies and Procedures will be made available at the employee's workstation by the employee's supervisor. AFSCME Field Representatives will be provided a current copy of all TPI Personnel Policies and Procedures with the signing of the contract and annually, when the policies or procedures are changed.

**ARTICLE VII**  
**HOLIDAYS**

Paid holidays for regular and trial status employees will be those listed below and any other day designated by Transition Projects, Inc., Board of Directors.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November/day after Thanksgiving
Christmas	December 25 <sup>th</sup>

Paid Holidays on Saturday, observed on Friday; paid holidays on Sunday, will be observed on Monday; otherwise on named day.

Should a holiday fall on a scheduled day off, during an employee's vacation or if the employee works the holiday, the employee may take another day off within six months of the holiday, provided, however, employees shall not accrue more than 24 hours of unused holiday time off. Working a holiday or taking time off as provided in this section will be by agreement of the employee and the supervisor.

Regular and trial status full-time employees working on a flex schedule will receive holiday and personal time off commensurate to their workweek, not to exceed 8 hours per holiday.

Regular and trial status part-time employees shall receive prorated holidays on a percentage of hours worked basis.

Holiday pay shall not exceed eight (8) hours per holiday for all full-time employees.

**ARTICLE VIII**  
**DISCIPLINE AND DISCHARGE**

Discipline is designed to correct performance problems and will be administered in a corrective and progressive way and may include written warnings or reprimands, probation, suspension without pay, and dismissal from employment. The action taken by the supervisor(s) or Executive Director will depend upon the seriousness of the employee's misconduct as well as the nature and frequency of the misconduct and any previous acts of misconduct. However, no employee shall be disciplined without just cause.

Counseling and oral warnings may be used, as management deems appropriate, but are not considered discipline and shall not be placed in the employee's personnel file.

1. **Counseling** Disciplinary counseling is any discussion with an employee designated to help the employee identify and remedy problems in skills, abilities, attitude or work performance. It will be used whenever possible before taking more formal action. It may be used as often as is prudent.
2. **Oral Warning** An oral warning is notice to the employee that his/her behavior or performance must be improved. It defines the area(s) where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action.

This step may be taken as often as prudent. An oral warning does not always occur when a supervisor discusses an issue with an employee. It is not the same as job counseling or a discussion between supervisor and staff. An oral warning is for use when the supervisor feels it is judicious.

The oral warning will be used for employee misconduct which does not endanger the safety or well being of the clients, other staff, or the agency, and which has not occurred frequently.

Where discipline is deemed necessary, the immediate supervisor will investigate the facts and give written notice to the employee of the disciplinary action. A copy of the written notice will be placed in the employee's personnel file and a copy will be given to the Union Field Representative. The employee shall have the opportunity to respond to the charges in an informal meeting with the supervisor who imposed the discipline.

TPI will follow the principles of progressive discipline, making an effort to assist employees in remedying problem areas. Any of the following types or combinations of disciplinary action may be used and need not be used in the order listed below, depending on the seriousness of the infraction. Suspension without pay and termination from employment may be used only after authorization by the Executive Director.

1. **Written Warning** Acts of misconduct which jeopardize the safety or well-being of clients, other staff, or the agency, may result in, at least, a written warning. Written warnings may also be used for repeated instances of misconduct.

A written warning is a formal notice that performance or behavior must be improved. It contains the same elements as a verbal warning. When appropriate, it should be used in conjunction with a written plan for improvement in the employee's behavior. A copy of the written warning will be given to the employee as well as placed in the employee's personnel file. The employee will have the opportunity to respond to the warning in writing and have it placed in the file.

2. **Performance Probation**: Performance Probation is a period during which an employee must show improvement in job performance or dismissal from employment at Transition Projects will result. (Please note that "performance probation" differs from and is entirely separate from the "trial period" which every new employee undergoes.) This probationary period may not exceed three months. When a Supervisor places an employee "on performance probation", there must be a written notice describing the cause for the probationary status, an objective means of determining the necessary improvement in the employee's behavior, and a deadline for making such improvements. The written notice will be formal notification to the employee of pending dismissal from employment at Transition Projects. The written notice must be signed by the employee and supervisor to acknowledge receipt of the written notice. A copy will be given to the Union. If the conditions of performance probation are satisfactorily met, this will be documented in writing and given to the employee and the Union, as well as placed in the employee's personnel file.

3. **Suspension without Pay** An employee may be suspended without pay as a disciplinary action for serious or repeated misconduct.

4. **Investigatory Suspension**: An employee may also be suspended with pay to allow the Executive Director or Human Resources to conduct an investigation into allegations of serious misconduct. The employee must be provided notice of the charge(s) or complaint(s) that are being investigated and an initial opportunity to respond before the employee is placed on suspension. If it is found that the employee is free of misconduct, the employee will be reinstated. If the employee has acted improperly, the Executive Director will take the appropriate disciplinary action.

5. **Dismissal from Employment** The following are examples of conduct which may result in immediate dismissal without prior discipline or warning. This list is not exclusive:
- A. Obtaining employment on the basis of false or misleading information.
  - B. Theft or dishonesty.
  - C. Gross insubordination, defined as flagrant or extreme refusal to follow a directive
  - D. Disorderly conduct.
  - E. Falsification of any reports or records.
  - F. Coming to work intoxicated and/or under the influence of illegal drugs, or abusive behavior with prescription drugs or other drugs: Under any of these three conditions, to retain employment with Transition Projects the employee must immediately enter alcohol/drug treatment. The employee can begin employment again when the alcohol/drug treatment process is completed successfully to the point where the employee, the employee's alcohol/ drug counselor, and the supervisor all agree that the employee is ready to begin work. During the time when the employee is not working, the employee's accrued sick and vacation time will be utilized. The employee may receive unpaid leave time to complete the alcohol/drug treatment process. The employer is not obligated to provide this remedy more than once; subsequent similar events may result in discipline up to and including discharge.
  - G. Dismissal can result from behaving in a manner which seriously endangers or threatens to endanger clients, staff, agency property or the reputation of the agency. As an example, violation of professional boundaries between staff and clients, as set forth in written directions to staff.

If the employee's trial period has been successfully completed, just cause must be demonstrated by the supervisor for dismissal

Any employee who receives disciplinary action or is dismissed from employment may challenge that disciplinary action through the grievance procedure. The grievance procedure shall be the sole and exclusive procedure for resolution of any discipline or discharge.

If the grievance procedure finds that discipline was not given for just cause or was excessive, the employee may be reinstated, made whole and have his/her record cleared as determined by the appropriate grievance authority and/or have appropriate discipline imposed.

If TPI has reason to discipline an employee, every reasonable effort will be made to accomplish the discipline in such a manner that will not embarrass the employee before other employees or the public.

**ARTICLE IX**  
**SETTLEMENT OF DISPUTES**

**Grievance Procedure**

A grievance is defined as a dispute regarding the application, meaning, or interpretation of the Agreement or regarding an alleged violation of a specific term or terms of this agreement. A grievance that does not involve the interpretation or application of the specific provision of this Agreement or fails to meet the time limit for filing a grievance will not be processed beyond the initial step. If the grievant chooses, a representative of the Union may represent him or her at each or any step of this procedure. Grievances shall be resolved in the following manner.

The time limits set forth in this grievance procedure may be waived by mutual written agreement of the parties, and such waiver shall be freely given to accommodate the needs of the parties. Any claim based on a failure to meet these time lines must be asserted at the step following the alleged failure, or it is waived. If the employee or the Union fails to meet one of the timelines for pursuing the grievance, the grievance will be deemed withdrawn and will be processed no further. If a supervisor or manager fails to respond to the grievance in the allotted time period, the Union and the employee may move the grievance to the next step of the process.

The Union and the agency agree that it is in their interest to resolve any grievance at the earliest possible step. In an effort to further this goal, the Union agrees that in the interpretation of the provisions of this Agreement and in grievance adjustments, just consideration will be given to the need for efficient operation of Transition Projects, Inc. so that the agency may continue to serve its clients.

**Step One - Informal Level**

It is the intent of the parties that an employee promptly attempts to resolve any grievance informally with her or his supervisor.

**Step Two - Immediate Supervisor Level**

If the grievant is unable to resolve the grievance at Step One, the Union or the person, with notice to the Union, may file a grievance in writing with her or his immediate supervisor within ten (10) working days of the alleged breach of Agreement, or the date the grievant reasonably should have know about the alleged breach. The written grievance shall include a) a statement of the grievance and any relevant facts; b) the provision(s) of the Agreement alleged to be in violation; (c) the remedy sought. The immediate supervisor shall respond in writing to the grievant, with a copy to the Union, within ten (10) working days after the receipt of the grievance.

**Step Three - Executive Director Level**

If the grievance remains unresolved at Step Two, the grievance may be presented to the Executive Director of Transition Projects, Inc. within five working days after the receipt of the response to Step Two. The Executive Director shall respond in writing to the grievant with a copy to the Union within ten (10) working days after the receipt of the grievance.

**Step Four (This step is optional) - Mediation Level**

If the grievance remains unresolved at Step Three, the Union may present notice to the Executive Director that Mediation is required. Mediation will be provided by a certified federal mediator or other person who will be agreed upon by both sides. Cost of mediation will be split evenly between Transition Projects, Inc. and the Union. Up to two mediation sessions will be held. The first session will meet within ten (10) working days after the receipt of the notice. The second, if necessary, will meet within ten (10) working days of the first session. This step is optional and may be skipped by moving the grievance to Step Five.

**Step Five - Board of Adjustment Level**

If the grievance is not resolved through prior steps, the Union may present notice to the Executive Director within twenty (20) working days of receipt of the Executive Director's written response or the last day of mediation, that a meeting of the Board of Adjustment (BOA) needs to be scheduled. The Board of Adjustment will consist of three persons selected by TPI and the Union as follows:

For each grievance referred to the BOA, TPI and the Union shall each appoint one person who shall serve as a member of the BOA for the grievance. The third member of the BOA shall be an arbitrator on the ERB roster of arbitrators, jointly selected by these two BOA members. If the two BOA members are unable to agree on an arbitrator, they will request a list of seven Oregon and Washington arbitrators from ERB and will alternatively strike off this list until one name remains, who shall be the third BOA member. Each party is responsible for any compensation for the BOA member that they appoint. Unless the parties mutually agree, compensation for the third BOA member shall not exceed \$1,000.00 per party.

The Executive Director and Union shall have fifteen (15) working days to schedule the meeting of the Board of Adjustment. The BOA shall be scheduled to meet as soon as possible and not more than forty five (45) working days from the date of the initial appeal to the BOA, subject to the availability of the third BOA member. The BOA shall endeavor to complete the hearing within one (1) day. The grievance will be resolved when two or more members of the BOA agree on a decision. The BOA shall issue its written decision within ten (10) working days after the hearing is completed.

Procedure:

1. The BOA shall be held at the Portland, Oregon office of AFSCME Council 75 or other mutually agreed upon location.

2. Members of the BOA will be given a copy of the policies and procedures and this contract.
3. All materials to be used during the hearing will be provided to the BOA at least five (5) working days before the BOA hearing. In addition, a copy of the materials will be provided to the both sides. Additional information may be submitted up to 48 hours in advance as long as it will be supplied to both sides as well as BOA. This material will include any information to be presented at the hearing including a list of witnesses. No witnesses or information may be presented unless released ahead of time. Information not provided ahead of time may not be discussed.
4. The members of the BOA will be able to meet 30 minutes before the meeting to discuss rules and procedures. Specific parts of the contract or policies and procedures may be discussed, but no parts of the grievance.
5. The meeting will be limited to the members of the BOA and three members from each side, including the grievant. Witnesses are allowed only while testifying.
6. Stenographic or other recording will be allowed. Compensation for said recording is the responsibility of the party requesting the recording.
7. The grievant will outline why he or she has brought the grievance to the BOA.
8. Each side may give a presentation starting with TPI. This is the time to present witnesses and materials. All witnesses must affirm that they are giving a truthful statement to the BOA.
9. Each side may cross-examine a witness after they are presented.
10. Each side will be able to give a final argument, starting with TPI. Each side may address its position and the action they want the BOA to take.
11. The BOA may ask questions at any time during this procedure or ask for additional information. If this is done, both sides will be allowed to address the question or request for more information.
12. Neither side will be allowed to interrupt the other at any time during this process.
13. The BOA may set time limits at their discretion. Any procedural questions will be resolved by the third BOA member.
14. There shall be no post hearing briefs.

15. After closing arguments, the BOA will be left to discuss the presentations. The BOA may decide on another date and time to present their decision if needed not to exceed ten (10) working days. The award shall be in writing and shall be signed. If the BOA determines that an opinion is necessary, it shall be in summary form.

16. Once the BOA has reached an agreement, there will be no further discussion of the grievance. The decision by the BOA will be final and binding on both parties.

## **ARTICLE X**

### **LAYOFF AND RECALL**

A layoff is a separation from regular status employment or a significant reduction of work hours (a reduction of four or more hours per week) initiated by TPI due to a lack of work, insufficient funds available to maintain the current work force, elimination of a given function, or elimination of a program. TPI will determine whether a layoff is needed.

An employee who is laid off shall have the right to bump the least senior employee in the classification whose position the laid off employee is qualified to perform without further training.

Should a layoff be necessary, TPI will give the employees to be laid off and the Union as much notice as practicable, and, at least fourteen (14) days.

Employees in layoff status must notify TPI in writing as to their current address and telephone number. This notice shall be updated by the employee in the event of any change. The employee shall advise TPI when the employee is no longer available for recall. A failure to notify TPI of a temporary or permanent change of address or telephone number shall terminate the employer's requirement to notify the laid-off employee as to positions available.

#### **Layoff-Recall Status**

An employee who has been laid off shall be recalled in seniority order, with the most senior being recalled first, provided that person is qualified to perform the duties of the position. A laid off employee shall be ineligible for recall if a majority of the sections in the employee's performance evaluation have been a rating of Improvement Needed shall remain in that status for eighteen months. Employees in the layoff-recall status shall be recalled to their former classification if a vacancy occurs while the employee is in the layoff-recall status. If an employment position becomes available and more than one laid off employee in the layoff-recall status has held that classification, then the laid off employee in the layoff-recall status with the longest length of service with the agency will be recalled first.

Any offer of recall to the employee for their former classification will be sent to an employee's home address by Certified Mail. Any employee who fails to accept a recall position within seven



(7) days of the date of receipt of the mailing will be treated as if the employee has voluntarily terminated the employment relationship. An employee in recall status may decline to accept a position and still remain in recall status only in the event that the hours of the offered position are substantially different from those of the position they held prior to layoff, for example a different shift.

Employees will report to work not later than fourteen (14) days after accepting a recall position, or they will be considered to have voluntarily terminated the employment relationship. Laid off employees in the layoff-recall status may participate in TPI's Internal Hire Process, but will not receive any special notification of job openings except as noted above. An employee in the layoff-recall status shall be entitled to consideration for any open position or new position with TPI in the Internal Hire Process.

Appeals to any decision regarding employee qualifications, skills and abilities in a layoff or recall situation will be made through the grievance procedures.

Seniority/length of service with TPI shall be defined as the total length of continuous service as a regular status employee, including any time spent on an approved paid leave of absence or approved FMLA leave or any other legal leave of absence. Temporary status employees shall be given seniority/length of service credit for all continuous, contiguous service performing duties consistent with work done by members of the bargaining unit. Seniority/length of service shall not include any time the employee spends on layoff or non paid status.

## **ARTICLE XI**

### **LABOR/MANAGEMENT COMMITTEE**

**Membership:** The parties agree to the establishment of a joint labor/management committee. The committee will be comprised of three (3) members and one (1) alternate representing the Union and three (3) representatives and one (1) alternate representing TPI. Chairing of the committee will be on an alternating basis.

**Meeting Times:** The committee shall meet at least once each quarter if there are agenda items, and upon agreement may meet at any other time. Each party will submit items for the agenda at least three (3) days prior to the scheduled date of the meeting.

**Purpose:** The committee is a vehicle for communication and problem-solving of issues and will have as its purpose the promotion of harmonious labor/management relations. An additional purpose will be to review and give input on the benefit plan.

**Training:** If the committee as a whole determines that training is necessary for its members, training will be arranged with no loss of pay.

**ARTICLE XII**  
**SICK AND BEREAVEMENT LEAVES**

Represented full-time employees will earn eight hours per month of paid sick/health time. Part-time represented employees receive sick/health time prorated as a percentage of full-time worked. Accumulated sick/health time may be used during the initial trial period.

Employees may use sick/health time for the purpose of improving the employee's physical or emotional well-being. Employees who are ill will make a reasonable effort to call and inform their supervisor of their illness at least one hour prior to the start of their shift. In the event the supervisor cannot be reached, the employee must contact an employee on duty in their program or service site to report in sick. The employee will follow any additional policies established by their department. If an employee calls in sick for more than three days or has a pattern of sick/health time use of shorter duration, they may be required to provide medical documentation of their illness. Prior to taking any action concerning sick leave abuse, the supervisor will notify the employee that their sick leave usage appears to be excessive or improper. The employee may then provide information regarding their sick leave use. The employer may then work with the employee in a cooperative effort to address and as necessary remedy the problem.

With prior approval of the supervisor, employees who do not use sick/health time for illness may schedule mental health days using sick leave hours. A mental health day may be used once per quarter.

**SICK/HEALTH LEAVE:** At the rate of 8 hours a month, covered employees will earn 96 paid sick/health hours a year. Sick/health time is earned on the basis of hours actually worked. Accrual is calculated in the same manner as vacation time. No more than 140 hours of sick/health time may be accumulated by an employee. Up to 140 hours of sick/health time may be carried by the employee from year to year. Employees leaving TPI will not be compensated for unused accrued sick health time.

**DISABILITY BANK:** An adjunct to sick leave is the Disability Bank. Employees may, in addition to sick leave hours, accumulate up to 260 additional hours to be designated as Disability Bank. Disability Bank hours are intended to be used for serious medical conditions or other eligible events as defined by the Oregon Family Leave Act/ Family and Medical Leave Act, and/or to help cover the elimination period for long-term disability claims. Therefore, Disability Bank hours can only be accessed after three (3) continuous calendar days of a qualifying serious medical condition, or for absences pursuant to an approved OFLA/FMLA leave, and if the employee so requests. Disability bank hours are not intended for use for routine, brief illnesses (events not recognized under FMLA/OFLA), and may not be used for mental health days.

Employees may, at their discretion, request that sick/health leave hours above a minimum accrual of 40 hours, or accrued vacation leave hours, be diverted into their disability bank. Hours so diverted may not be reinstated to vacation or sick leave balances. At separation, no payment will be made for any hours in the Disability Bank.

Paid bereavement leave of up to three days (plus two days travel time if the funeral is over 300 miles from the employee's home) is available to employees upon the death of an immediate relative, including:

- 1) Parent
- 2) Current parent in-law
- 3) Step parents
- 4) Guardian
- 5) Grandparent
- 6) Sibling
- 7) Current sibling in-law, son or daughter in-law
- 8) Child
- 9) Step children
- 10) Spouse
- 11) Domestic partner.

Guardian is defined to mean a person who functioned in a significant parental relationship for an extended period of time with the employee when the employee was a minor child.

### **ARTICLE XIII**

#### **LEAVE WITHOUT PAY and PERSONAL LEAVES of ABSENCE**

**STATUTORY LEAVE ENTITLEMENTS:** Transition Projects will comply with all provisions of OFLA, FMLA, USERRA, and any other statutory leave requirements. Employees anticipating such events should confer with the Human Resources Director for procedural instructions.

#### **JURY DUTY LEAVE.**

Employees subpoenaed for jury duty must notify their manager or supervisor as soon as possible so that coverage can be arranged. Transition Projects will pay the difference between any compensation for witness or jury duty and the employee's regular rate of pay for up to three days. A statement of earnings from the Court must be submitted to payroll in order to receive payment. Should the obligation extend beyond three days, employees may use accrued leave or request unpaid time off for the period exceeding three days. Individuals who are on call for jury duty are expected to report to work should they be dismissed for the day during their regular working hours.

Transition Projects views jury duty as a fundamental responsibility of citizenship. However, if it is felt that the employee's absence would create an undue hardship on the employee or on the

organization, the organization may request (with the employee's full and willing agreement) that the employee be excused from jury duty.

### **WITNESS DUTY LEAVE.**

Employees who are required to appear in court or in a state or federal administrative proceeding to testify under subpoena or court order must notify their manager or supervisor as soon as possible so that coverage can be arranged. Transition Projects will pay the difference between any compensation for witness or jury duty and the employee's regular rate of pay for up to three days. A statement of earnings from the Court must be submitted to payroll in order to receive payment. Should the obligation extend beyond three days, employees may use accrued leave or request unpaid time off for the period exceeding three days.

Employees appearing in court on behalf of Transition Projects will be on a paid time/duty status.

### **LEAVE WITHOUT PAY:**

Leave without pay is authorized time off from the job not covered by accrued sick/health or vacation time. Employees who have accessible vacation or sick/health leave accruals must use the appropriate leave accrual before leave without pay status can begin. Leave without pay up to five days may be approved by the employee's immediate supervisor. Leaves without pay in excess of five days are considered Leaves of Absence (see below).

Employees in any of the above leave statuses continue to accrue seniority.

### **PERSONAL LEAVES OF ABSENCE WITHOUT PAY:**

Regular employees may request unpaid personal leave of absence for up to a cumulative total of 90 calendar days in any 18-month period. The Executive Director must approve all requests for personal leaves of absence. Among the factors that determine whether the request will be approved are:

- The reason for the request;
- Employee's length of service;
- Performance, attendance, safety, and disciplinary history and/or records;
- Any previous leaves of absence (and the length/purpose of such leaves);
- Customer service obligations of requesting employee's department, location, and/or job;
- Employee's commitment to return to work immediately following the leave

A personal leave which has been granted for fewer than 90 calendar days may be extended to 90 days, provided that the extension is requested prior to the expiration of the original leave and the reason for the request meets the above standards. Employees must use all earned vacation pay prior to going on unpaid status. Employees on personal leave of absence do not accrue seniority

during the period of absence. Employees may continue their selected healthcare coverage at our group rate but at their own expense. Upon conclusion of the leave of absence, reinstatement will be as per the layoff provisions of this Agreement.

**ARTICLE XIV**  
**VACATION**

Full-time employees in the trial period or on regular status will earn vacation time at the following rates:

Years of Employment (From Date of Hire)	Vacation Hours (per year)
1 <sup>st</sup> Year	80 hours per year (2 weeks)
2 <sup>nd</sup> Year	88 hours per year (2.2 weeks)
3 <sup>rd</sup> Year	96 hours per year (2.4 weeks)
4 <sup>th</sup> Year	120 hours per year (3 weeks)
10 <sup>th</sup> Year	160 hours per year (4 weeks)

Employees will earn vacation time as a percentage of full-time worked. Employees will not be permitted to use their accumulated vacation time until they have completed their six-month trial period.

Vacation time must be requested from the immediate supervisor in writing and with at least 14 days notice. Supervisors will only deny vacation requests if there would not be sufficient staff on duty to meet client or agency needs. If the supervisor denies a vacation request, for the above reason, then the supervisor must find an agreeable alternate time for the employee to use vacation within the following three months. Vacation requested and denied will not be lost if the employee reaches his/her maximum accrual as a result.

Approval of vacation time in writing shall be a firm commitment to the employee. In deciding between various employees' requests for vacation time when not all requests can be approved, the supervisor shall consider first the impact on TPI of each employee's absence; second, written requests received earlier by the supervisor shall be given priority; and finally, employees with the greater seniority shall receive priority.

Authorization in writing for vacation time will not be granted more than six months in advance of the vacation date. Once a supervisor has received a written request for vacation time, a written response must be given to the employee within ten days of the supervisor's receipt of the request.

Employees will not accrue more than the yearly allotment of vacation time. Holiday accrual and overtime accrued is not considered as vacation accrual and will not be considered for this limit.

The Executive Director may approve a written plan to allow an employee accumulating up to one-half over the yearly allotment. The additional hours must be used within six months of accrual. Any additional hours beyond the employee's normal yearly allotment will be lost. Further accruals will be halted until the employee uses some of the vacation time. Employees leaving Transition Projects employment will be compensated for accrued and unused vacation time.

Vacation will be paid at the employee's current rate of pay at the time of payment or use. If an employee changes positions from a status that earns vacation to one that does not, the employee will be paid for all accrued but unused vacation credit.

**ARTICLE XV**  
**SAVINGS CLAUSE**

Should any Article, Section or portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

**ARTICLE XVI**  
**STRIKES AND LOCKOUT**

**Strike**

The Union and the members of the bargaining unit, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage or slow down, picketing, or any other restriction of work during the life of this Agreement. Disciplinary action, including discharge, may be taken by TPI against any employee engaged in a violation of this Article.

**Lockouts**

There will be no lockout of employees in the unit by TPI as a consequence of any dispute arising during the period of this Agreement.

**ARTICLE XVII**  
**HOURS OF WORK, REST AND MEAL PERIODS**

**Rest Periods**

Rest periods are as provided by law. Each employee shall be allowed a paid rest period, not to exceed 15 minutes for each full half-workday. Rest periods shall be scheduled as near to the middle of each half-workday as possible and shall be scheduled so that the departments are staffed at all times. Rest period time may not be accumulated or used to shorten the workday.

**Meal Period**

Meal periods are as provided by law. Employees shall be granted a meal period not to exceed one hour during each full workday (six or more hours in one work period). Whenever possible, such meal periods shall be scheduled in the middle of the workday. Meal period time may not be accumulated or used to shorten the workday.

**Work Period**

Unless scheduled differently, the standard week of work shall constitute 37 -1/2 work hours plus a ½ hour paid meal period during each eight-hour shift.

**ARTICLE XVIII**  
**JOB CLASSIFICATIONS**

**Descriptions**

A job classification is a group of positions with identical titles, duties, responsibilities, and qualifications. The pay range for a classification will be established by negotiation. The Agency will maintain written job descriptions for each classification. The description will contain a complete list of expected duties, responsibilities, and qualifications. If other duties become at least 10% of the classification's duties and responsibilities, then they will be made a part of the job description.

Individual position descriptions within a classification used in recruiting campaigns will be based on the descriptions above tailored to include location, shift, benefits eligibility, and full-time equivalence.

**New Classifications**

When TPI creates a new job classification or substantially modifies an existing job classification within the bargaining unit, it will provide the Union with notice of such action within fourteen (14) days, including a copy of the job description and the proposed pay range. The Union may within 14 calendar days request a review of the proposed pay range. Upon such request, TPI and a Union representative shall meet promptly to discuss the pay range. Such a request will not delay filling the position. If the pay range proposal remains unresolved, it may be resolved in the grievance procedure.

**Reclassification**

A reclassification action is intended to determine whether a position has changed enough to merit a new job classification and/or should be moved to another pay range. Reclassification of a position may be requested by the employee holding that position or that person's supervisor. A request for reclassification will be based upon substantial modifications to the position, either as

a result of deliberate duty adjustments or of position evolution since the job was last classified. The person initiating the request for reclassification must provide written substantiation for the request. Requests by the employee and the supervisor will not be considered where the job has been reclassified or reviewed for reclassification within the preceding 12 months.

Upon receipt of a request for reclassification, TPI will assess the substantiation and determine whether the position should be placed into a new job classification and/or moved to another pay range. Should the Agency determine that some duties transcend the current position classification but not enough to merit a position reclassification, then the duties inconsistent with the current classification will be removed. If the position is adjusted to another classification and/or pay range, the incumbent will automatically be adjusted (promoted) at the same time. Because the incumbent has already been performing the duties, trial period may be waived at the recommendation of the supervisor concerned and approval of the Executive Director. If it is determined that performance at the higher level of classification had been ongoing, promotion and pay adjustments may be made retroactive for up to six months.

The Executive Director or his/her designee will confer with the Union in the course of reaching a decision. The employee will be given a detailed explanation if the employee's request for a reclassification is denied. The employee may then offer a response and request reconsideration of the decision. If the matter remains unresolved, it may be resolved in the grievance procedure.

## **ARTICLE XIX** **REORGANIZATION/RESTRUCTURE**

The Agency has the right to close or liquidate any office, branch, operation, department, division, program, facility or combination of facilities, or to relocate, reorganize, or combine the work of departments, divisions, programs, offices, branches, operations or facilities, for budgetary or other reasons.

Should the Agency plan a reorganization or restructuring, it will notify the Union at least fourteen (14) days in advance of implementation of such changes. The notification will outline the changes planned and discuss the rationale for them. This notification will allow the Union to determine if it wants to offer input regarding the changes.

Should the Union want input into the department change, it shall present a timely presentation of concerns to TPI. Nothing in this article is intended to negate the rights of either party regarding "conditions of employment" as required under the National Labor Relations Act.

## **ARTICLE XX** **BENEFITS**

For purposes of this discussion, "benefits" refers to Transition Projects' current benefits package, which at this writing consists of:



Medical coverage.  
Optional Dental coverage  
Employee Assistance Program.  
Long-Term disability.

**BENEFITS AT EMPLOYEE OPTION:**

Voluntary Short Term Disability  
Voluntary Life/AD&D  
Voluntary Accident Insurance  
Voluntary Section 125/132 Flex Plans

The benefit package will become available to each benefits-eligible employee on the first day of the month following 60 days' continuous employment. and will be terminated in the month following the month in which the employee leaves employment.

Effective April 1, 2012, until the last day prior to plan renewal (anticipated as March 31, 2013), Transition Projects will provide \$369.58 per month per full-time employee to offset benefit premium costs, and \$349.58 per part-time employee per month to offset benefit premium costs.

Upon benefit plan renewal each year commencing with the anticipated April 2013 renewal, should medical premiums increase by an amount less than or equal to 5% over current premiums, Transition Projects will increase its premium offsets so as to cover the entire premium increase for employee-only medical coverage. If medical premiums should increase more than 5% but less than or equal to 10%, the additional premium increase above 5% shall be paid by the employee through a payroll deduction. Alternately, the Labor Management Committee may explore other lower-cost coverage options as provided by the following paragraph. If medical premiums should rise more than 10%, a benefits reopener may be initiated by either party.

The Labor Management Committee may at its option make recommendations as to the makeup of the benefits provided (medical, vision, alternative, and dental coverage) and the selection of benefit providers. At least 45 days prior to the benefit renewal date, the Labor Management Committee shall meet to discuss and review information about the upcoming renewal options. Transition Projects, Inc.'s broker and/or benefits agents of records may be invited to participate. The Labor Management Committee may meet within the next 30 days to review feedback from the membership and will make a final recommendation no later than 15 days prior to the benefit renewal date. Selection of brokers, agents, and benefit providers is a management right. The Labor-Management Committee membership will by mutual agreement select specific benefit plans from among those submitted for consideration.

Employees who waive participation in the medical insurance plans due to other group coverage shall be paid up to an additional \$75 per month, reduced by the amount of premium for any benefits chosen.

Optional Dental coverage: For employees who enroll in optional dental coverage offered under the cafeteria plan, TPI will offset 95% of the self-only premium expense. The employee is responsible for the remaining 5% for self-only coverage. Adding family members to dental coverage is entirely at employee expense. Employees who choose not to enroll in dental coverage forfeit the premium offset amount, which may not be applied to any other benefit and may not be paid out as a cash entitlement.

For the period April 1, 2013 thru March 31, 2014, self-only dental coverage premium for Lincoln Dental is \$45.15 per month. Under this agreement, TPI will offset the premium by \$42.89 per month, with the employee responsible for the remaining \$2.26 per month.

Transition Projects has instated an employee matching deferred compensation plan (401(k) plan). This is available to employees after one year of employment. Transition Projects will match a minimum of 3% of an employee's gross salary.

## **ARTICLE XXI** **SAFETY AND HEALTH**

TPI agrees to abide by and maintain standards of safety and health in accordance with the State of Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991). In this regard, TPI will make every reasonable effort to provide and maintain a safe place of employment. TPI agrees to meet with the Union to discuss and attempt to resolve any safety or health-related issue as it may arise. TPI will also agree to provide any immunizations to employees that are required for a particular position and will not require the employee to take time off from work for the immunization.

Safety Committee. Employees are encouraged to work in a safe manner and are supported in efforts to change unsafe work habits. To that end a safety committee has been established. The committee is composed of at least one employee representative from each location and at least two management team members. And, in addition, one other employee representative appointed by the Union. Employee representatives serve a continuous term of at least one year.

The committee meets at least once a month. The quarterly workplace safety inspection may substitute for the monthly meeting. Meeting minutes will be posted at all worksites with a copy to the union. Open employee representative positions will be posted at all worksites with instructions indicating how to apply.

## **ARTICLE XXII** **WAGES**

Effective July 1, 2012, each bargaining unit employee shall be paid at his/her current pay range and step in accordance with the Wage Grid at Appendix A, revised effective July 1, 2012. As each is individually awarded a step increase on the anniversary of his/her placement in current

classification, that increase will be in accordance with the attached salary schedule, Appendix A.

Effective July 1, 2012 through June 30, 2015, each bargaining unit employee will move up one step on the salary schedule on the annual anniversary of their placement in their current classification. Employees who have reached Step 10 of the salary schedule will receive no further step increases. On the 15<sup>th</sup> anniversary of their placement in their current classification, they will receive a bonus equal to 3% of their earnings in the immediately preceding 12 months. Again on the 20<sup>th</sup> anniversary of their placement in their current classification, they will receive a bonus equal to 3% of their earnings in the immediately preceding 12 months.

Employees who have reached Step 10 in their pay range will continue to receive any wage-grid enhancements or cost of living adjustments (COLA) in the same manner as those employees on lower steps.

Cost of living adjustments will be made only if the City of Portland funds a cost-of-living-adjustment in their contract with Transition Projects or at such time during the contract year that Transition Projects is given a COLA. In this case, a cost of living adjustment equal to the percentage provided by the City will be calculated onto the Step 1 wage for each classification. Subsequent steps will be adjusted by the appropriate amount vis-à-vis Step 1.

#### Overtime:

Employees are eligible for overtime compensation as provided by law. Overtime compensation shall be based on a workweek period of 12:01 AM Sunday until 12:00 PM Saturday. All overtime must be approved in advance by the supervisor in writing. For the purpose of overtime, sick/health time and vacation time will not be considered hours worked.

#### Shift Premium:

Employees will be paid a shift differential of twenty cents per hour for working swing shift and forty cents per hour for working graveyard shift.

## **ARTICLE XXIII** **MISCELLANEOUS**

### **Bulletin Boards**

The Union will own and maintain suitable bulletin boards in each TPI building to post Union information. A space in each building will be mutually agreed upon by TPI and Union, in an easily accessible area to employees, and out of view of clients. All postings shall be factual in nature and shall be signed and dated by the individual doing the posting.

### **Individual Training and Education Reimbursement**

Employees are allocated an amount equal to the current rate for a 3-credit class at Portland Community College to be used for performance-enhancing training and educational events or courses taken at employee discretion. The Program Manager or Director must approve participation and any necessary time off in advance for the employee to be eligible. The employee will be reimbursed for tuition/registration charges for classes that the employee completes with a grade of "C-" or above up to the maximum allocation. The training reimbursement allocations are a fiscal-year entitlement. Unused funds will not accumulate from one fiscal year to the next.

### **Language Differential**

The Agency recognizes the value provided by direct service staff who are proficient in a language in addition to English, including American Sign Language (ASL), which allows them to converse and/or translate sufficient to discuss engagement, treatment and referral issues. . Therefore, the Agency shall pay a differential of three percent (3%) over the base rate to which employees are otherwise entitled, for all hours worked.

The Agency will have sole authority to determine which positions qualify for the differential. Employees shall receive the differential so long as there is an ongoing and frequent need to use the language in order to serve clients. Those employees who provide interpretation and/or translation services on an occasional basis shall receive the 3% differential only for the time spent providing those services. It is the employee's responsibility to log language-differential hours on their timesheets. An employee who does not receive the differential shall not be expected to perform interpretation or translation services.

It is the employee's responsibility to request language skill validation and the accompanying pay increase. The Human Resources Director will arrange language testing upon receipt of the employee's request.

A third party will test employees for conversational fluency sufficient to discuss engagement, treatment and referral issues. The tester will inform the Human Resource Director of the employee's level of fluency.

If management determines foreign language skill is no longer required for a position, the affected employee shall receive a fifteen (15) day advance notice that the language differential will be discontinued.

### **Personnel Records**

TPI will maintain only one personnel file for each employee. This file will be available for

employee review, upon request, during regular working hours. The employee will be given a copy of any material placed in the employee's file at the time it is placed in the file. Disputes regarding what has been placed in the employee's official personnel file will be resolved in the grievance procedure.

### **Letters of Recommendation**

Any employee may request and receive a letter of recommendation if the employee's work performance is satisfactory. Employees may be asked to draft their own Letter of Recommendation. All letters of recommendation must be issued by the employee's immediate supervisor or the Executive Director. All such letters shall be addressed "To Whom It May Concern" and shall be provided directly only to the requesting employee, who may subsequently forward it as s/he sees fit.

### **Work Load**

Employees will be expected to carry a reasonable work load for the same or equivalent job functions. If an employee believes that his/her work load is unreasonable, he/she shall take that concern up with his/her immediate supervisor. The supervisor shall assist the employee in prioritizing his/her work or redistributing the work so that it is manageable. Unresolved disputes over work load may be referred to the grievance procedure for resolution.

### **Exit Interviews**

All employees who leave TPI employment shall be given the opportunity for an exit interview. If requested by the employee in writing, a Union representative or his/her designee may participate in the exit interview process as an observer, but may ask questions for clarification purposes.

### **Dress Code**

TPI shall adopt a dress code to ensure that employees are dressed in a professional manner such that they are able to complete job assignments safely. Disputes over any dress code policy shall be resolved in the grievance procedure.

### **Drug Policy**

See Appendix B.

### **Job Descriptions**

Employees will be given a current and up-to-date job description, and job descriptions will be reviewed periodically to ensure accuracy.

### **Time Limit for Employee Evaluations**

Employee evaluations must be completed and presented to the employee within one month of the employee's anniversary date each calendar year.

### **Performance Evaluations**

If an employee has a disagreement with their evaluation, then the employee shall have the right to grieve the evaluation. The grievance shall be filed within 10 days from the date the employer and employee have met to discuss the evaluation.

**ARTICLE XXIV**  
**INTERNAL HIRE**

Whenever a vacant position is opened for recruitment, notice of the recruiting action will be communicated to all current regular, represented employees and employees eligible for recall under the provisions of Article X. The notice requirement may be satisfied by an e-mail to all regular, represented staff. Internal hire consideration does not extend to initial trial period or unrepresented employees. In addition, regular, represented employees who have received disciplinary action in the six (6) months preceding the announcement may be considered ineligible for the internal hire opportunity

Represented employees wishing to be considered for the open position as an internal applicant must submit a message to the Human Resources Director stating at minimum their desire to be considered and affirming that they meet the stated qualifications for the position. Requests for internal hire consideration must be received within eight (8) calendar days from the position opening date. Otherwise applicants will be included in the general recruitment.

An internal applicant who meets the minimum qualifications for the position will be interviewed prior to any external applicants being interviewed. If qualified for the position, the position will be filled by an internal applicant.

The parties agree that this provision will apply to all bargaining unit positions within the agency.

**Promotion**

“Promotion” is defined as an appointment to a position in a classification in a more highly compensated pay range.

Employees selected for promotion shall serve a promotional trial period of six months for the purpose of orientation, training, and initial evaluation. The employee and his or her supervisor shall meet at a minimum during the third and fifth month of the promotional trail period to review the employee’s performance and discuss what is necessary for the employee to successfully complete the trial period.

The employee’s anniversary date for step increases and performance appraisals will change to the hiring date for the new position. The employee’s original hire date shall continue to be used for the purposes of benefits accruals. Promotional trial period employees will be able to use accrued vacation time subject to supervisory approval. Promotional trial period employees experience no interruption in benefits entitlements.

If, during the promotional trial period, the employer believes the employee does not meet the standards for regular employment in the promotional classification, the employee will have the right to return to his/her former classification, if qualified, and if there is a vacancy. If a position in the former classification is not available, the employee will have the right of recall and seniority rights as in Article X. During the promotional trial period, if the employee returns to the job that was held prior to the promotional position, they will revert to the former anniversary date for the purpose of step increases. However, if an employee who has completed the promotional trial period and later, pursuant to a subsequent reassignment action, returns to the

job that was held prior to the promotion, the anniversary date for the purpose of step increases will be the date of return to the former position.

**ARTICLE XXV**  
**PERSONAL PROPERTY/SECURITY/PRIVACY**

Employees' personal property such as briefcases, purses, packages, backpacks, etc., will not be the subject of search or seizure by the employer. Should the employer believe that an employee has inappropriately placed agency property, goods, or materials in their personal property, the employer may request the employee voluntarily make such personal property available for inspection. If the employee refuses, the employer may request a local police agency to conduct an investigation of the employee's personal property before the employee leaves the employer's premises. In such case, the employer's representative would need to advise the police agency of the basis of their reason for suspecting that the employee is attempting to unlawfully remove property, goods, or materials of the agency. The police agency shall then determine if it has probable cause to initiate an inspection of the employee's personal property. If the police agency determines it has cause, then the employee will submit his/her property to inspection. If the police agency determines that there is not sufficient cause, then the employee will be allowed to remove his/her property without inspection. An employee's refusal to wait for the arrival of the police after being notified that such call has been made may be subject to disciplinary action.

**ARTICLE XXVI**  
**SALARY PLACEMENT/CLASSIFICATION**

- A. All employees will be assigned to a classification in one of the pay ranges in the pay plan (Appendix A). If the classification is not currently in the pay plan the parties will meet to negotiate proper placement.
- B. Newly hired employees will be hired at Step 1 of the pay range for their classification. However, a new employee with substantial prior experience or advanced credentials may be hired at a higher level. The Executive Director must specifically approve any hire above Step 1. In no case will a newly hired employee be hired at more than two steps above the beginning level.
- C. When an employee is assigned to work in more than one classification, hours worked in each classification will be paid at the rate for that classification.
- D.
- D. Employees who, subsequent to assignment, receive a directly job-related degree or certification and/or acquire mastery of an immediately-relevant skill or attribute (in either case exceeding the stated prerequisites of the position) will be advanced at least one step in their pay range. This will occur upon providing the agency a copy of the degree or certification or demonstration or credential reflecting the skill.

- E. If an employee is promoted into a position in a higher pay range, the employee will be moved to the lowest step in that pay range that provides at least a 4% increase.
- F. If an employee is involuntarily placed in a lower pay range due to reorganization, the employee will be placed at the step in that pay range which is closest to their current wage without resulting in a loss. Should the employee's current wage exceed the highest step in the lower pay range, the employee's current wage will be red-lined (frozen) until pay range adjustments trigger further increases, at which time they will no longer be red-lined.
- G. If an employee volunteers for an assignment in a lower pay range, they will be placed in the lower pay range at the step appropriate for the classification and their longevity.
- H. Employees who are laterally transferred into another job with a similar pay classification will continue on the schedule without impact.

**ARTICLE XXVII**  
**TERMINATION**

This agreement shall become effective on date of signing and shall remain in force and effect until June 30, 2016. Bargaining for a successor to this 2012 – 2016 Agreement shall begin no later than June 1, 2016.

This agreement may be amended at any time by mutual agreement of the Union and the Employer. Such amendments shall be in writing and signed by both parties.



**SIGNATURE PAGE**

For AFSCME Local 88-3 / AFSCME  
Council 75

For Transition Projects, Inc.

\_\_\_\_\_  
Bryan Lally, AFSCME Council Representative

\_\_\_\_\_  
Doreen Binder, Executive Director

\_\_\_\_\_  
Gregory Franklyn, Bargaining Team

\_\_\_\_\_  
David Waits, Human Resources Director

\_\_\_\_\_  
Aden Martin, Bargaining Team

\_\_\_\_\_  
Mona Smith, Fiscal Director

\_\_\_\_\_  
Barbara Weathersby, Bargaining Team

Date: \_\_\_\_\_

Date: \_\_\_\_\_